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Remarks

In the Office Action dated April 9, 2007, the Examiner rejects all claims based on Kight and Pickering, the combination of references previously discussed in Applicant's Preliminary Amendment. The Examiner explains how he would find various claim language in one of Kight or Pickering¹, but fails to explain why a person of skill would take the initial step of combining Kight and Pickering, a step that is required for an obviousness analysis.

As noted in Applicant's preliminary amendment, there is a fundamental incompatibility between Kight and Pickering that belies the Examiner's continued view that these references would be combined, in any fashion. Specifically, all payment methods described within the Checkfree/Kight system are described in the overall context of controlling the credit risk of the service provider. Although there are some cases in which the Checkfree/Kight system initiates payments on the account of the service provider, these cases are limited to those circumstances where the risks of doing so are deemed sufficiently low. See, e.g., col. 6, lines 32-38.

In stark contrast, the American Express/Pickering system always takes credit risk – specifically, every payment method proposed by AmEx/Pickering involves the service provider paying bills of a customer on its own account and receiving a corresponding payment for the amount paid from the customer.

¹ The Examiner fails, however, to explain where the Examiner is finding anything in the prior art that teaches or suggests “causing an interactive device to present a plurality of transactions representing bills of at least two different payees”, as recited in the claims.

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These differences between Kight and Pickering are not surprising when one considers the entities that originated those two references.

Kight was filed by Checkfree, a payment service provider that made its money on service fees for payments completed for customers. If one seeks to make money on service fees, there is no need to take credit risk, unless in very constrained circumstances, as credit risk is unnecessary to collect service fees.

Pickering was filed by American Express, a bank that made its money on "float", or the interest that can be earned on payments made by its customers before those payments are delivered to their destination. If one seeks to make money on "float", one must make payments on one's own account and accept credit risk from customers, otherwise, there is no temporary possession of money that can generate "float".

Applicant submits that the philosophies of Kight and Pickering are thus fundamentally incompatible. One would not look to Pickering to improve the Kight system, or vice versa, because the systems are fundamentally opposed in philosophy.

The Examiner has not explained why these systems would or could be combined despite their incompatibility, therefore, Applicant submits the Examiner has failed to make a case for obviousness of any group of features that may be culled piecemeal from these two references. Applicant thus submits that the claims as presented are allowable.

If any petition for extension of time is necessary to accompany this communication, please consider this paper a petition for such an extension of time, and apply the

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appropriate extension of time fee to Deposit Account 23-3000. If any other charges or credits are necessary to complete this communication, please apply them to Deposit Account 23-3000.

Respectfully submitted,

/Thomas W. Humphrey/

Thomas W. Humphrey
Reg. No. 34,353

Wood, Herron & Evans, L.L.P.
2700 Carew Tower
441 Vine Street
Cincinnati, OH 45202-2917

Voice: (513) 241-2324
Facsimile: (513) 241-6234